

Amendment 224 Contract No. 229944

To the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System

This Amendment 224 to the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System is entered into this 18th day of November, 2012, by and between Vix Technology (USA) Inc. (formerly known as ERG Transit Systems (USA) Inc), a California corporation and wholly owned subsidiary of Vix Mobility Pty Ltd, an Australian corporation, (hereinafter referred to as the "Contractor") and each of the following seven public transportation agencies (hereinafter referred to individually as an "Agency" or collectively as the "Agencies"):

1. Central Puget Sound Regional Transit Authority ("Sound Transit")
2. King County ("King County")
3. Kitsap County Public Transportation Benefit Area ("Kitsap Transit")
4. Pierce County Public Transportation Benefit Area ("Pierce Transit")
5. Snohomish County Public Transportation Benefit Area ("Community Transit")
6. City of Everett ("Everett")
7. State of Washington, acting through the Washington State Department of Transportation, Washington State Ferries Division ("WSF")

Recitals

- A. Effective April 29, 2003, each of the Agencies and the Contractor entered into Contract #229944 ("Contract") to implement a Regional Fare Coordination System ("RFC System") to establish a common fare system utilizing smart card technology. The Contractor is responsible for the development, implementation, operation and maintenance of the RFC System as specified in the Contract.
- B. The Agencies and the Contractor desire to amend Section VI of Exhibit 9, Price Schedule Special Programs, to compensate the Contractor for the work necessary to provide technical assistance for a fixed period of time to King County Metro (KCM) by participating in a meeting to discuss strategies to resolve issues related KCM bus communications. This work is more fully described in RFI-683-ORCA *Vix Attendance at a Bus Trouble Shooting Session* as approved by the Agencies on November 13, 2012.
- C. The Parties agree that the Work necessary to provide said technical assistance will be performed and compensated as described below.

Agreement

Section 1.0 Description of Work

- 1.1 The Contractor will perform the work necessary to actively participate in a meeting as described below. The goal of the meeting is to minimize, in the future, the time it takes by all parties to resolve problems with application updates. Such work will include the following:
 - (a) Provide the services of an experienced Vix Field Services Manager who will actively participate in a meeting with INIT and King County IT Networks and Radio staff to:
 - i. Review troubleshooting steps taken when ORCA and INIT communications issues arise
 - ii. Respond to questions of clarifications regarding the operations of ORCA bus systems
 - iii. Achieve a better understanding of how KCM staff determine if a problem is related to the KCM network or appears to be an application problem
 - (b) Ensure that the Field Services Manager is available on Wednesday, November 14, 2012 at the King County Chinook Building, 401 Fifth Avenue in downtown Seattle from 8:30 am to 10:30 am.

Section 2.0 Schedule:

- 2.1 The work described in Section 1.0 will be completed on Wednesday, November 14, 2012.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the Parties hereby agree to amend the Contract as follows:

Section 3.0 Compensation Changes

3.1 Section VI (Implementation) of Exhibit 9, Price Schedule, is hereby amended to read as follows:

VI. IMPLEMENTATION

SPECIAL PROGRAMS

LUMP SUM COST

Amendment No. 224

The Contractor will provide the services of the Vix Field Services Manager for two (2) hours labor @ \$134.48 per hour, plus overhead	
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TOTAL	\$296
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Section 4.0 Other Terms and Conditions

All other provisions of the Contract not referenced in this Amendment Two Hundred and twenty-four shall remain in effect.

IN WITNESS WHEREOF, authorized representative of the Agencies and the Contractor have signed their names in the spaces provided below.

Vix Technology (USA) Inc.

By: Dave H. Thompson
Its: GENERAL MANAGER
Date: 11/15/12

The Agencies

By: Candace Carlson
Their: Operations Manager
On behalf of the Agencies
Date: November 18, 2012